Annexure IV

K/C - 4

GOVERNMENT OF KARNATAKA

REQUEST FOR PROPOSALS

FOR THE CONSULTANCY ASSIGNMENT

Strategic Consultancy Services for Financial Sustainability led Transformation of BBMP (Call – II)

Executive Engineer (Infra Division-RI)
BRUHAT BANGALORE MAHANAGARA PALIKE, N.R. SQUARE, BANGALORE – 560002

Telephone: Fax:

CONTENTS

SECTION	DESCRIPTION		PAGE NO.
Section I	Letter of Invitation		6
Section II	Information to Consultants (ITC)		7
	Data Sheet – Information to Consultants		15
Section III	Technical Proposal – Standard Forms		23
Section IV	Financial Proposal – Standard Forms		33
Section V	Terms of Reference		36
Section VI	Contract for Consultant's Services		43
	I	Form of Contract	46
	II	General Conditions of Contract	48
	III	Special Conditions of Contract	57
	IV	Appendices	61

BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE /RI/TEND/16 /2024-25

O/o Executive Engineer
Infra Division-RI,
N.R Square,
Bengaluru-560 002

Dated: 30/11/2024

Short Term Notification

INVITATION FOR TENDERS (IFT)
(Two Cover System – QCBS Quality cum Cost Based System)
(Through GOK, http://kppp.karnataka.gov.in Portal Only)

1. The Bruhat Bengaluru Mahanagara Palike (BBMP) is looking to engage a reputed consultant to embark on a journey of financial sustainability-led transformation. This initiative will involve developing a financial plan and funding strategy, analyzing potential funding sources, structuring key infrastructure projects to enhance financial viability, and conducting a comparative analysis of other Urban Local Bodies and similar organizations to identify best practices.

2. Executive Engineer, Infra Division-RI, BBMP invites Bids on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike for the following services from reputed Consultants who have worked on similar nature of work pertaining to financial sustainability and organizational transformation. For the above objectives tender is invited" through http://kppp.karnataka.gov.in).

Sl No	Name of Assignment	Projected Mega Infrastructure Project Cost	EMD (Amount in Rupees)	Duration of the Project (In Weeks)
1	Strategic Consultancy Services for Financial Sustainability led Transformation of BBMP Call - II	64500.00 crores	Rs.10.00 Lakhs (Through Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC)	21 weeks

3. The RFP is open to consulting organizations. The detailed RFP with the Bid document can be downloaded from the http://kppp.karnataka.gov.in portal.

4. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka KPP Portal. Website. http://kppp.karnataka.gov.in from the date of publication under login for Consultants. After login to Consultants, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is nonrefundable.

5. Proposals must be accompanied by Earnest Money Deposit which should be paid online through KPP portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).

6. Proposals must be electronically submitted (on-line through internet) within the date and time published in KPP portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the KPP portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, Infra Division-RI, Road Infra Division, Annex Building No.3, Room no 307, N. R. Square, Bengaluru-560002.

7. Pre Bid meeting will be held at the office of the Engineer In Chief, BBMP, 1st floor, Annex Building-2, N.R. Square, Bengaluru-560 002 on **04/12/2024** at 16.00 hrs.

8. The last date for submission of completed documents is **12/12/2024** before 16.00 hrs.

9. Date of opening of Technical proposal is **13/12/2024** after 16.05 hrs

10. Date of opening of financial proposal will be after the approval of technical proposal.

Essential Conditions:

1. For details, registration and e-payment visit GOK KPP website http://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22485867 / 22485927.

2. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
3. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
4. Black Listed Consultants / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
5. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
6. Further Details regarding work can be obtained from the Office of the Executive Engineer, Road Infra Division - RI, Third Floor, Room No.307, Annex Building – 3, BBMP Head Office premises, N.R Square, Bengaluru - 02 till last date of submission.
7. All the participants should produce all the original documents for verification whenever necessary.
8. Before Opening of the tender all Tenderers shall submit a Certified Copies (Either Certified by Gazette Officer or Notarized by Govt Notary) of required documents which are uploaded in KPPP portal.
9. Any Amendments/corrigendum to this notification will be published in the KPPP-portal only.
10. Conditional tenders will not be accepted.

Sd/-
Executive Engineer,
Infra Div-RI
Bruhat Bengaluru
Mahanagara Palike

Copy Submitted to:

1. Personnel section of Hon’ble Administrator, BBMP to bring into the notice of the Hon’ble Administrator.
2. Hon’ble Chief Commissioner, BBMP for kind information.
3. Special Commissioner (Projects)/ Additional Commissioner (Projects)., BBMP
4. Engineer-in-Chief BBMP for kind information.
5. Chief Engineer (Road infrastructure)/ Environment/ Markets/ South/ West/ East/Rajarajeshwari Nagar/ Bommanahalli/ Dasarahalli/ Mahadevapura/ Byatarayanapura Zones/ SWD for kind information.
6. Superintending Engineer (Road Infrastructure)/Rajarajeshwari Nagar/ Bommanahalli/Dasarahalli /Mahadevapura /Byatarayanapura for kind information.
7. The CAO / Chief Auditor for kind information.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. All Executive Engineers with a Request to publish the same in the Notice Boards.

10. Public Relation Officer, 6BBMP to publish in two leading Newspapers in Kannada and English.
11. Notice board/ Office Copy.

Executive Engineer
Infra Division-RI
Bruhat Bengaluru Mahanagara Palike
Bengaluru

Bengaluru

DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

BBMP, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

The issue of this RFP does not imply that the BBMP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the BBMP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SECTION 1. LETTER OF INVITATION

Bengaluru,
05.11.2024

Dear Sir/Madam:

1. Bruhat Bengaluru Mahanagara Palike (BBMP) invites Proposals to provide the following Consulting Services: Strategic Consultancy Services for Financial Sustainability led Transformation of BBMP. More details on the Services are provided in the attached Terms of Reference.

2. The Consultant will be selected under Quality cum Cost-Based Selection (QCBS) and procedures described in this RFP.

3. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

6. Please inform us, upon receipt:

- That you received the letter of invitation; and
- Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

Executive Engineer
Infra Division-RI
BBMP., N.R.Square., Bangalore-560002.

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[1] This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without

identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultant or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

for the firm/entity, and degree of responsibility held in various assignments during the last ten
(10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Eligibility Criteria: The bidder shall fulfill the following criteria to be eligible to participate in the combined technical and financial bidding process.

S. No.	Criteria	Supporting documents to be submitted
1	**Registration:** Consulting Agency Bidder should be an India registered firm/company	Certification of Incorporation
2	**Blacklisting:** Consulting Agency Bidder should not be blacklisted by any Central /State Government / Public Sector Undertaking in India on the proposal due date.	Self- certification to be provided
3	**Financial capacity:** Bidder to be an organization with a minimum turnover of more than INR 500 Cr per annum from consulting business (Excluding IT implementation, forensic services/ internal audit/ risk assessment / tax) from India business in each of the last 3 years excluding current financial year (FY 2021-22, 2022-23, 2023-24)	CA certificate showing revenues for the said three years

S. No.	Criteria	Supporting documents to be submitted
4	**Technical capacity:** Bidder should have undertaken at least 2 projects with central/ state Govt. Department/ undertaking related to innovative financing/ Value Capture Finance (VCF)/ financial sustainability strategy/ PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India	Supporting documents such as Work Order/ Contract/ Completion Certificate

Eligible project

For the purpose of satisfying the conditions of eligibility, advisory / consultancy projects in the last 07 years with professional fees (excluding taxes) of at least INR 5 Cr. per project in India or with professional fees (excluding taxes) of at least USD 0.5 Mn. per project outside India and excluding project fees from IT implementation, audit / compliance shall be deemed as 'eligible projects.' For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose.

Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit a copy of the contract / work orders indicating the details of the assignment, client, value of assignment / proportionate value in use of projects / assignment in progress and year of award. The Managing Director or equivalent authorized signatory of the bidder shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements and cannot share the contract / work-order. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.

Note:

1. For project experience, projects which are completed or substantially completed (>80% of fees received or time elapsed) will be considered.
2. If the project value is confidential, it is sufficient for the Bidder to indicate that the project value is above the indicated cut-off.
3. Joint Venture, Consortium or similar associations are not eligible for bidding under this RFP.

The minimum required experience of proposed key professional staff is:

S. No.	Role	Minimum Eligibility Requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian

S. No.	Role	Minimum Eligibility Requirement
		public sector (at least 3 eligible projects) • Should have experience of working in Infrastructure sector (at least 3 eligible projects)
2	Project Financing Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in project financing (at least 3 eligible projects)
3	Infrastructure PPP Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
4	Public Sector Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects)
5	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 The minimum technical score required to pass is: 75 Marks

5.5 Financial proposal and combined evaluation:
The Technical Proposal will be evaluated on the basis of the detailed criteria and weightages mentioned above. Only those applicants who score 75 marks or more in absolute terms out of 100 for the technical proposal shall qualify for financial evaluation. For all the eligible candidates with technical marks of at least 75, both technical and financial scores will be normalized.

5.6 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other

Technical Proposals will be determined using the following formula:
[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

5.7 Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

5.8 Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

5.9 The assignment would be awarded to the bidder with the highest combined score.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: Chief Commissioner., BBMP, N.R. Square, Bangalore Represented By The Executive Engineer., Infra Division-RI., BBMP, Bangalore

The method of selection is: Quality-and Cost-Based Selection (QCBS)

1.2 A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are:

Name: Strategic Consultancy Services for Financial Sustainability led Transformation of BBMP

Description: The Government of Karnataka (GoK) has an ambitious plan to transform Bengaluru into a world-class city by focusing on decongesting urban areas and initiating new infrastructure projects. To achieve this, GoK has entrusted the Bengaluru Bruhat Mahanagara Palike (BBMP) with the responsibility of managing these efforts. BBMP is committed to ensuring financial sustainability and implementing robust project monitoring and control mechanisms to effectively manage resources and deliver successful outcomes for the city's development. (Further detailed in Terms of Reference)

Objectives: With the ever-increasing demand for infrastructure projects in Bengaluru and the corresponding financing requirements, BBMP plans to onboard a strategic consultant to enhance its financial sustainability while simultaneously improving its organizational capabilities. This consultancy will develop a comprehensive strategy and implementation roadmap for financial sustainability, as well as establish robust project monitoring and control mechanisms to support the city’s continued development.

The consultancy will conduct a thorough assessment of financing sources aimed at reducing overall financing costs while leveraging private sector expertise. This will involve exploring new financing instruments, as well as understanding the requirements for enhancing BBMP’s credit rating. Improving this rating will enable access to additional financing options, including bonds and other market instruments. Furthermore, the consultancy will recommend project structuring and development models to ensure efficient implementation and long-term financial viability for BBMP’s initiatives. They will also propose strategies for value capture financing and identify ancillary revenue streams, such as advertising and sponsorship opportunities, to enhance BBMP’s financial sustainability.

To ensure successful project outcomes, the consultancy will help design robust project monitoring and control mechanisms. This will include establishing key performance indicators (KPIs) to track progress, regular reporting structures, and risk management protocols to identify and mitigate potential issues early on.

Additionally, the consultancy will focus on change management within the organization. They will assess the current organizational structure and culture, identifying areas that require adaptation to support the new financial strategies and initiatives. By facilitating workshops and training sessions, the consultants will foster stakeholder engagement and equip BBMP staff with the skills needed to embrace new processes and navigate transitions effectively.

Ultimately, this project aims to establish long-term capabilities within BBMP, transforming it into a stronger organization that can effectively manage its financial resources and adapt to future infrastructure development challenges.

1.3 The Assignment is phased: No

1.4 A pre-proposal conference will be held: Yes , on 12-Nov at 1600 hrs at EIC Office, BBMP Chief, Head Office, BBMP – NR Square

The name(s), address(es), and telephone/numbers of the Client's Official(s) are:

Executive Engineer
Infra Division-RI,
BBMP., BANGALORE-02.

1.5 The Client will provide the following inputs:

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested upto one day prior to pre-proposal conference.

The address for requesting clarifications is:

Executive Engineer
Infra Division-RI,
BBMP., BANGALORE-02.

Telex:_____ Facsimile:_____

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted consultant may associate with other shortlisted consultant:
No

(ii) The estimated number of key professional staff months required for the assignment is: **21 weeks**

(iii) The minimum required experience of proposed key professional staff is:

S. No.	Role	Minimum Eligibility Requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects) • Should have experience of working in Infrastructure sector (atleast 3 eligible projects)
2	Project Financing Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of

		working in project financing (atleast 3 eligible projects)
3	Infrastructure PPP Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
4	Public Sector Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects)
5	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 (vii) Training is an important feature of this Assignment:
No

(viii) Additional Information in the Technical Proposal includes:_____
_____

3.10 Proposals must remain valid 90 days after the submission date
i.e. until: _____

4.3 Consultants must submit an original and _ [*Number*] additional copies of

each proposal.

4.4 The proposal submission address is:

Executive Engineer
Infra Division-RI., BBMP., BANGALORE-02

4.5 Proposals must be submitted no later than the following date and time: 15.11.2024 16:00 hours

5.1 The address to send information to the Client is:

Executive Engineer
Infra Division-RI., BBMP., BANGALORE-02

5.3 The number of points to be given under each of the evaluation criteria are:

S. No.	Evaluation Parameter	Criteria for Marking	Maximum Marks
A	**Relevant Project Experience**		**20 marks**
A1	**<u>Experience in Financial Sustainability Strategy</u>** Eligible projects related to innovative financing/ Value Capture Finance (VCF)/ financial sustainability strategy/ PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India - Project fee (excl. taxes) should be greater than Rs 5 Cr (or $1Mn equiv.). For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose. - Projects should have been under implementation/ completed within last 7 years from the date of this RfP - Works related to IT/	>5 projects: 10 marks 3-5 projects: 5 marks 2-3 projects: 3 marks	10

	audit/ taxation are not eligible		
A2	**Experience in Public Sector in India** Eligible projects undertaken with central/ state Government departments/ undertakings related to formulating strategy for financing / growth/ turnaround/ transformation/ development/ investor outreach/ commercialization/ implementation support - Project fee (excl. taxes) should be greater than Rs 5 Cr. For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose. - Projects should have been under implementation/ completed within last 7 years from the date of this RfP - Works related to IT/ audit/ taxation are not eligible Projects submitted in A1 and A2 shall be considered either in A1 or A2	>=10 projects: 10 marks 6-9 projects: 5 marks 3-5 projects: 3 marks	10
B	**Case Studies**		**20 marks**
B1	One detailed case study of an Indian assignment in innovative financing/ Value Capture Finance (VCF)/ financial sustainability strategy/ PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India	Case study shall be submitted as part of the technical bid. It will be evaluated by the evaluation committee as a part of technical presentation. It shall be evaluated based on scale and	10

	Assignment value >= INR 5 Crore or $1Mn, undertaken by the firm in last 7 years.		
B2	One detailed case study on Public Sector experience in Karnataka- Assignments undertaken with State Government departments/ undertakings related to formulating strategy for growth/investor outreach/ commercialization/ transformation Assignment value >= INR 5 Crore or $1Mn, undertaken by the firm in last 7 years.	size of the program, quality of the recommendations and impact of the program.	10
C	**Quality of Approach and Methodology**		**40 marks**
C1	Quality of approach and methodology	Quality of the approach and methodology shall be submitted as part of the technical bid and shall be covered in technical presentation Assessment will be based on a) Demonstrated understanding of the objectives- 10 marks b) Initial perspectives on key elements of the deliverables- 10 marks c) Detailed approach & methodology- 20 marks	40
D	**Qualification and competence of the core team for the assignment**		**20 marks**
D1	**Project Team** **<u>Key Personnel</u>** Project Director Infrastructure PPP expert	**Project Director – 6 marks** No of eligible projects • < 3 (0 marks) • 3-5 (3 marks)	20

	Project Financing expert Public Sector expert Key Personnel commitment shall be a mix of on-site / on-line. Key Personnel to be available for relevant key meetings In addition, consultant shall deploy on-ground team of dedicated Project Manager and 2 team members	• >5 (6 marks) **Project Financing expert- 5 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (5 marks) **Infrastructure PPP expert – 5 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (5 marks) **Public Sector Expert- 4 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (4 marks)	

The minimum technical score required to pass is : 75 Points

5.8 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:
[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

The weights given to the technical and Financial
Proposals are:
T= 0.80 and
P= 0.20

6.1 The address for negotiations is:

Executive Engineer
Infra Division-RI., BBMP., BANGALORE-02

7.2 The Assignment is expected to commence on 02.12.2024 in Bengaluru____

Sincerely,

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal

submission form. 3B.

Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing

the assignment. 3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key

professional staff. 3G. Time schedule for

professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)	TO: (Name and Address of Client)
_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized
Signature: Name and
Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Project name:
Country:
Duration:
Fees (exact value not required, indicate range):
Project description:

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Project experience:

[Summarize relevant project experience in reverse order of work done (most recent work at top). Use about three-quarters of a page.]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date: _____**
[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member:_____
Full name of authorized representative: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ ***[1st, 2nd, etc. are months from the start of assignment]***											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports:*	Program: (Date)
1. Inception report	
2. Project structuring & development model report	
3. Financial and funding plan for BBMP for next 5 years	
4. Progress Report 1	
5. Progress Report 2	

**** Modify as required for the Assignment.***

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form. 4B. Summary of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

TO: (Name and Address of Client)

_____

_____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of the Consultant: Address:

4B. SUMMARY OF COSTS

No	Description	Unit	Amount (Rupees)
1	Strategic Consultancy Services for Financial Sustainability led Transformation of BBMP	Lump sum	
	GST		
	TOTAL COSTS (Including GST)		

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract.

Section 5. Terms of Reference

Terms of Reference normally contain the following sections:

1. BACKGROUND
2. OBJECTIVES
3. DETAILED SCOPE OF SERVICES:
4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE
5. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT
6. OBLIGATIONS OF THE CLIENT

BACKGROUND

1.1 Bengaluru, as the fifth-largest metropolis in India, faces significant urban challenges due to rapid population growth, particularly in traffic congestion and connectivity. With over 14 million residents and more than 8 million vehicles, the demand for efficient infrastructure solutions is critical. In response, the Bruhat Bengaluru Mahanagara Palike (BBMP) has been taking a proactive leadership role by initiating several large-scale infrastructure projects aimed at alleviating pressing transportation issues while fostering urban development.

1.2 However, undertaking such extensive projects requires a solid financial foundation. Financial sustainability is crucial for ensuring that BBMP can not only complete current projects but also plan for future initiatives. A comprehensive evaluation of BBMP's financial landscape will help identify gaps and optimize resource allocation for effective project implementation. By exploring innovative financing options, BBMP can diversify its funding sources. This flexibility in financing will enable the city to undertake more projects, ensuring that critical infrastructure needs are met without over-relying on traditional costly funding methods.

1.3 Furthermore, effective monitoring and control of large-scale infrastructure projects are essential for their success. Regular oversight helps ensure that projects stay on schedule and within budget, while also meeting quality standards. A structured monitoring framework allows BBMP to identify potential issues early, enabling timely interventions and adjustments. This proactive approach minimizes risks and enhances accountability, ultimately leading to more successful outcomes. By prioritizing project monitoring, BBMP can ensure that its ambitious infrastructure initiatives translate into tangible benefits for the city and its residents.

1.4 Moreover, establishing a strong financial framework allows BBMP to manage risks effectively and respond to unforeseen challenges and minimize delays. By committing to financial sustainability and robust project monitoring, BBMP can secure a stable flow of resources and deploy it effectively, which is essential for maintaining and expanding the city's infrastructure. This multifaceted approach positions Bengaluru as a leader in effective urban governance, paving the way for a healthier and more livable city for its residents.

2 OBJECTIVES

With the ever-increasing demand for infrastructure projects in Bengaluru and the corresponding financing requirements, BBMP plans to onboard a strategic consultant to enhance its financial sustainability while simultaneously improving its project management capabilities. This consultancy will develop a comprehensive strategy and implementation roadmap for financial sustainability, as well as establish robust project monitoring and control mechanisms to support the city's continued development.

The consultancy will conduct a thorough assessment of innovative financing sources aimed at reducing overall financing costs while leveraging private sector expertise. This will involve exploring new financing instruments, as well as understanding the requirements for enhancing BBMP's credit rating. Improving this rating will enable access to additional financing options, including bonds and other market instruments. Furthermore, the consultancy will recommend project structuring and development models to ensure efficient implementation and long-term financial viability for BBMP's initiatives. They will also propose strategies for value capture

financing and identify ancillary revenue streams, such as advertising and sponsorship opportunities, to enhance BBMP's financial sustainability.

To ensure successful project outcomes, the consultancy will design robust project monitoring and control mechanisms. This will include establishing key performance indicators (KPIs) to track progress, regular reporting structures, and risk management protocols to identify and mitigate potential issues early on.

Additionally, the consultancy will focus on change management within the organization. They will assess the current organizational structure and culture, identifying areas that require adaptation to support the new financial strategies and initiatives. By facilitating workshops and training sessions, the consultants will foster stakeholder engagement and equip BBMP staff with the skills needed to embrace new processes and navigate transitions effectively.

Ultimately, this project aims to establish long-term capabilities within BBMP, transforming it into a stronger organization that can effectively manage its financial resources and adapt to future infrastructure development challenges.

3. SCOPE OF SERVICES

The project duration is of 21 weeks, with the following scope of work:

i. Define financial and funding plan for BBMP for next 5 years

Baselining the starting context:

i. Understand BBMP's current financial situation including revenue sources and budgetary deficits.
ii. Conduct a comparative analysis of other Urban Local Bodies or similar organizations with successful financial sustainability models.
iii. Identify key learnings and best practices for BBMP that can be successfully replicated.

Future plans:

i. Understand upcoming project plan for next 5 years and identify priority projects.
ii. Define year-on-year funding requirement for capital expenditure and operating expenditure.
iii. Define year-on-year inflow of funds from BBMP revenues.
iv. Prepare detailed pro-forma P&L and cash flow statements for BBMP for next 5 years, also indicating debt/grant requirement
v. Build a financial model to simulate the overall capex, opex, revenues and financing/funding requirements.
vi. Outline key risks and potential mitigation strategy to ensure limited exposure to internal and external shocks.

B. Define project structuring and development model for key infrastructure projects

i. Conduct benchmarking of urban infrastructure projects in India and globally thereby assessing different development models, factors attributing to success/ failure, funding structures.
ii. Identify the various existing development model options for the prioritized projects.
iii. Define novel development models basis project requirement, including applicability of JVs/ SPVs, and prepare pros and cons.

iv. Identify right packages and SPV structure (if applicable) for risk distribution and efficient execution, define contracting model for these packages and integration with overall projects
v. Based on the project structure and development model, develop an overall financial model
vi. Conduct scenario analysis for cost and revenue economics and key financial metrics basis sensitive variables
vii. Ascertain the financial sustainability of key projects under various development model options

C. Identify levers to augment and increase the revenue for BBMP

i. Conduct benchmarking of other municipal corporations / Urban Local Bodies with larger revenue streams
ii. Understand existing revenue streams for BBMP across tax and non-tax sources and their performance over last 5 years
iii. Identify long list of levers to augment existing revenue streams and/or add new sources of revenue
iv. Conduct financial analysis to prioritize key levers that add value BBMP as well as improve citizen outcomes
v. Build action roadmap to implement the prioritized levers

D. Analyze innovative financing mechanism for the key projects incl. low-cost funding

i. Identify various financing instruments and sources of funding for BBMP
ii. Identify optimal sources of financing based on a comparative analysis of different options
iii. Conduct comprehensive outreach to Indian and Global funders and organize and facilitate meetings with prioritized funders
iv. Assess total cost of funding for each of the source including potential hidden costs
v. Support BBMP to collaborate with financial institutions to structure and negotiate financing terms that align with the priority projects' development model, ensuring both financial viability and stakeholder satisfaction
vi. Identify ways to minimize public funding outlay by defining ancillary revenue streams
vii. Identify the specific criteria and benchmarks set by credit rating agencies, such as fiscal performance, governance practices, and economic indicators, that BBMP must meet to achieve a favorable credit rating
viii. Develop a set of actionable recommendations and best practices for BBMP to enhance its credit rating, including financial management strategies, reporting enhancements, and stakeholder engagement

E. Set up framework for project control and monitoring for BBMP

i. Design framework for project monitoring of 10 critical projects
ii. Support with ongoing updation of dashboards and summary of progress
iii. Design and track KPIs to monitor progress
iv. Overall program governance spanning across tracking of project tasks vs. action plan
v. Regular review mechanism for project update, issue resolution, and follow-ups
vi. Establish a governance and review structure to ensure project delivery

F. Organizational changes to drive sustainable change

i. Conduct a series of targeted training sessions and workshops aimed at enhancing staff capabilities, focusing on key areas such as:

a. Project management incl. monitoring & control
b. Financial literacy
c. Data analysis using Digital tools
d. Change management

4. DELIVERABLES

The following are the proposed deliverables for the project (21 weeks).

S. No.	Deliverables	Timeline (T0-Start date)	% Payment
1	**Inception report** depicting methodology, timelines, and work-plan of sub-activities in detail	2 weeks	10%
2	**Project structuring & development model report** on suitable model(s) for implementation for priority projects	6 weeks	22.5%
3	**Financial and funding plan for BBMP for next 5 years** including models on capex, opex, revenue, and hence the financing requirements	12 weeks	22.5%
4	**Progress Report 1** covering update across all key priority topics taken up in the project	16 weeks	22.5%
5	**Progress Report 2** covering update across all key priority topics taken up in the project	21 weeks	22.5%

5. TIME AND PAYMENT SCHEDULE

5.1 The total duration for Strategic Consultancy Services for Financial Sustainability and Organizational Transformation for BBMP shall be 21 weeks.

5.2 The payment shall be made to the consultant as per the payment schedule.

5.3 Time schedule for important Deliverables (the "**Key Dates**") of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

S. No.	Deliverables	Timeline (T0-Start date)	% Payment
1	**Inception report** depicting methodology, timelines, and work-plan of sub-activities in detail	2 weeks	10%
2	**Project structuring & development model report** on suitable model(s) for implementation for priority projects	6 weeks	22.5%
3	**Financial and funding plan for BBMP for next 5 years** including models on capex, opex, revenue, and hence the financing requirements	12 weeks	22.5%
4	**Progress Report 1** covering update across all key priority topics taken up in the project	16 weeks	22.5%
5	**Progress Report 2** covering update across all key priority topics taken up in the project	21 weeks	22.5%

iii MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Bangalore at the Authority's office.

iv CONSULTANCY TEAM

The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

S. No.	Role	Minimum eligibility requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects) • Should have experience of working in Infrastructure sector (atleast 3 eligible projects)
2	Project Financing Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in project financing (atleast 3 eligible projects)
3	Infrastructure PPP Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
4	Public Sector Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with

S. No.	Role	Minimum eligibility requirement
		increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects)
5	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

6. REPORTING

6.1 The Consultant will work closely with the Authority. The Authority might set up a technical advisory committee (TAC) to enable conduct of this assignment. A designated member from of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

6.2 Deleted

6.3 The Consultant will make a presentation on the submitted reports for discussion with the TAC at a meeting. This will be a working document. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

6.4 Regular communication with the TAC and the authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

6.5 The Deliverables will be submitted as per schedule provided in this RFP.

7. DATA AND SOFTWARE TO BE MADE AVAILABLE BY THE AUTHORITY

The Authority shall provide to the Consultant the following:

(a) Access to all departments/stake holders for obtaining relevant data or reports.

(b) A copy of the earlier available reports, policies etc.,

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

8. COMPLETION OF SERVICES

8.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (para 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. The

Authority shall issue a certificate to that effect.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT 33

II. GENERAL CONDITIONS OF CONTRACT 35

1. General Provisions 35

1.1 Definitions 35
1.2 Law Governing the Contract 36
1.3 Language 36
1.4 Notices 36
1.5 Location 36
1.6 Authorized Representatives 36
1.7 Taxes and Duties.....36

2. Commencement, Completion, Modification, and Termination of Contract 36

2.1 Effectiveness of Contract.....36
2.2 Commencement of Services.....36
2.3 Expiration of Contract.....36
2.4 Modification.....37
2.5 Force Majeure.....37

2.5.1 Definition.....37
2.5.2 No Breach of Contract.....37
2.5.3 Extension of Time.....37
2.5.4 Payments.....37

2.6 Suspension 37

2.7 Termination.....37

2.7.1 By the Client.....37
2.7.2 By the Consultants.....38
2.7.3 Cessation of Rights and Obligations.....38
2.7.4 Cessation of Services.....39
2.7.5 Payment upon Termination.....39

3. Obligations of the Consultants.....39

3.1 General.....39
3.2 Conflict of Interest.....39

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. 39
3.2.2 Procurement Rules of Funding Agencies.....39
3.2.3 Consultants and Affiliates Not to engage in certain Activities 40

3.2.3 Prohibition of Conflicting Activities.....40

3.3 Confidentiality.....40
3.4 Insurance to Be Taken Out by the Consultants.....40
3.5 Consultants' Actions Requiring Client's Prior Approval.....40
3.6 Reporting Obligations.....40
3.7 Documents Prepared by the Consultants to be the Property of the Client. 41
3.8 Equipment and Materials Furnished by the Client.....41

4. Consultants'Personnel and Sub-Consultants.....41

4.1 Description of Personnel.....41
4.2 Removal and/or Replacement of Personnel.....41

5. Obligations of the Client.....41

5.1 Assistance and Exemptions.....41
5.2 Services and Facilities.....42

6. Payments to the Consultants.....42

6.1 Lump Sum Remuneration.....42
6.2 Contract Price.....42
6.3 Payment for Additional Services.....42
6.4 Terms and Conditions of Payment.....42
6.5 Interest on Delayed Payments.....42

7. Settlement of Disputes.....43

7.1 Amicable Settlement.....43
7.2 Dispute Settlement.....43

III. SPECIAL CONDITIONS OF CONTRACT.....44

IV. APPENDICES.

Appendix A — Description of the Services..... 48
Appendix B — Reporting Requirements..... 48
Appendix C — Key Personnel and Sub-consultants.....48
Appendix D — Services and Facilities to be provided by the Client 48
Appendix E — Breakdown of Contract price in Indian Rupees..... 48
Appendix F — Form of Bank Guarantee for Advance Payments..... 49

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ____ day of the month of _____, 200__ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH
OF THE MEMBERS OF THE
CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at

the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC
2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Deleted

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix
A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC.

Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause * Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h)

The Member in Charge is _____

]. [1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.] [1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : ____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be _____ *[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*] [3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are _____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____

. [6.4 The account is :.....]

Payments shall be made according to the following schedule :

***Note** : (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, **Reporting Requirements**. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.
- Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

Note : this sample clause should be specifically drafted for each contract.]

[6.5 Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 45 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators

named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the English language shall be the official language for all purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work].

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix F: Form of Bank Guarantee for Advance Payments
(ReferenceSC Clause 6.4 of Contract)
(To be stamped in accordance with Applicable

Stamp Act, if any) Ref: _____

Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")
(scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to
_____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at ____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to ___ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India